

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**Dated as of July 31, 2000**

**by and between**

**NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY,  
d/b/a  
BELL ATLANTIC - RHODE ISLAND**

**and**

**KMC TELECOM V, INC.**

## **INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 31<sup>st</sup> day of July 2000 (the "Effective Date"), by and between New England Telephone and Telegraph Company, d/b/a Bell Atlantic - Rhode Island ("BA"), a New York corporation with offices at 185 Franklin Street Boston, Massachusetts 02110, and KMC Telecom V, Inc. ("KMC V") a Delaware corporation with offices at 1545 Route 206 Suite 300 Bedminster, New Jersey 07921 (each individually, a "Party" and, collectively, the "Parties").

WHEREAS, KMC V has requested, pursuant to Section 252(i) of the Act, that BA make available to KMC V Interconnection, services and unbundled Network Elements upon the same terms and conditions as provided in the Interconnection Agreement (and any amendments thereto that have been approved under applicable law) between Cox Rhode Island Telcom II, L.L.C., d/b/a Cox Communications, and BA, dated as of February 4, 1999, for Rhode Island, approved by the Rhode Island Public Utilities Commission (the "Commission") under Section 252 of the Act, copies of which agreement and any subsequent amendments thereto that have been approved under applicable law being attached hereto as Appendix 1 (the "Separate Agreement"); and

WHEREAS, BA has undertaken to make such terms and conditions available to KMC V hereby only because of, and to the extent required by, Section 252(i) of the Act.

NOW, THEREFORE, in consideration of the mutual provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KMC V and BA hereby agree as follows:

### **1.0 Incorporation of Separate Agreement and Appendix 2 by Reference**

1.1 Except as expressly stated herein, the terms and conditions of the Separate Agreement, as it is in effect on the date hereof after giving effect to operation of law, and of Appendix 2 attached hereto, are incorporated by reference in their entirety herein and form an integral part of this Agreement.

1.2 References in the Separate Agreement to Cox Rhode Island Telcom II, L.L.C. to Cox Communications or to Cox shall for purposes of this Agreement be deemed to refer to KMC V.

1.3 References in the Separate Agreement to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of the Separate Agreement, this Agreement shall continue in effect until the later of the date (a) of the

expiration of the initial term of the Separate Agreement (which, for the avoidance of any doubt, is February 4, 2002) or (b) the Separate Agreement is otherwise terminated or expires.

1.4 All references in the Separate Agreement to “800/888” shall be deleted in their entirety and replaced with the following: “800/888/877”.

1.5 All certificates or other proof of insurance to be sent to BA under Section 20.14 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services  
Bell Atlantic – Telecom Industry Services  
Room 1423  
1095 Avenue of the Americas  
New York, New York 10036

1.6 All notices, affidavits, exemption-certificates or other communications to KMC V under Section 29.8 of the Separate Agreement shall be sent to the following address:

Tricia Breckenridge  
KMC Telecom Holdings  
1755 North Brown Road  
Lawrenceville, GA 30043

1.7 All notices, affidavits, exemption-certificates or other communications to BA under Section 29.8 of the Separate Agreement shall be sent to the following address:

Tax Administration  
Bell Atlantic Corporation  
1095 Avenue of the Americas  
Room 3109  
New York, New York 10036  
Telephone: (212) 395-1280  
Facsimile: (212) 597-2915

1.8 Notices to KMC V under Section 29.12 of the Separate Agreement shall be sent to the following address:

CT Corporation System  
10 Weybosset Street  
Providence, RI 02903  
Tel: 717-590-9100  
Fax: 717-590-9190

1.9 Notices to BA under Section 29.12 of the Separate Agreement shall be sent to the following address:

Director - Interconnection Services  
Bell Atlantic Wholesale Markets  
1095 Avenue of the Americas  
Room 1423  
New York, NY 10036  
Facsimile: 212/704-4381

with a copy to:

Bell Atlantic Network Services, Inc.  
Attn: Jack H. White, Jr.,  
Associate General Counsel  
1320 N. Court House Road, 8<sup>th</sup> Floor  
Arlington, Virginia 22201  
Telephone: (703) 974-1368  
Facsimile: (703) 974-0744

with a copy to:

Bell Atlantic – Rhode Island  
Attn: Regulatory Counsel  
14<sup>th</sup> Floor  
185 Franklin Street  
Boston, MA 02110

1.10 Schedule 4.0 set forth at Appendix 2 hereto shall replace and supersede in its entirety Schedule 4.0 of the Separate Agreement.

## **2.0 Clarifications**

2.1 The entry into, filing and performance by BA of this Agreement does not in any way constitute a waiver by BA of any of the rights and remedies it may have to seek review of any of the provisions of the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with KMC V's election under Section 252(i) of the Act.

2.2 Notwithstanding any other provisions of this Agreement, BA shall have no obligation to perform under this Agreement until such time as KMC V has obtained a Certificate of Public Convenience and Necessity ("CPCN") or such other Commission authorization as may be required by law as a condition for conducting business in the State of Rhode Island as a local exchange carrier.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first set forth above.

KMC TELCOM V, INC.

BELL ATLANTIC - RHODE ISLAND

By:\_\_\_\_\_

By:\_\_\_\_\_

Printed:\_\_\_\_\_

Printed: Jeffrey A. Masoner

Title:\_\_\_\_\_

Title: Vice-President - Interconnection Services  
Policy & Planning